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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

VISUAL SUPPLY COMPANY, a
Delaware corporation,

Plaintiff,

VS.

ADAM KHIMJI, an individual and DOES 1 through 20, inclusive,

Defendants.

Case Number: 3:24-cv-09361-WHO

**DECLARATION OF SIMON LIN IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER FOR
CONTINUATION OF INITIAL CMC
SCHEDULED FOR MARCH 25, 2025**

Complaint Filed: December 23, 2024

I, Simon Lin, do hereby declare as follows:

1. I am an attorney licensed to practice in the State of California and counsel of record for the Defendant Adam Khimji. I submit this declaration in support of the Stipulation and [Proposed] Order for Continuation of Initial CMC Scheduled for March 25, 2025. I have personal knowledge of the facts set forth herein, except where noted, and, if called to testify, could and would competently testify thereto under oath.

2. The Plaintiff filed their Complaint on December 23, 2024.

3. The Defendant Mr. Khimji returned the signed Waiver of Service of Summons on or about January 8, 2025.

4. On December 23, 2024, the Court issued an Order setting the Initial Case Management Conference for March 25, 2025.

5. I have recently been retained by Mr. Khimji to represent him in this case.

6. I have a scheduling conflict on March 25, 2025 with a hearing in another court, and I have provided the details of said hearing to counsel for the Plaintiff.

7. Both parties agree to continue the initial case management conference to the Court's next available date on the Court's calendar that is mutually convenient for all parties.

8. I have scheduling conflicts on the Tuesdays prior to May 12, 2025 and after May 30, 2025 (a time period noted on the Court's Certificate of Unavailability):

a. On April 1 and 8, 2025, I have scheduled commitments in other court matters with clients and other counsel that cannot be changed;

b. On April 15, 2025, I have a mediation that involves out-of-town counsel that cannot be changed;


1 c. Between April 22 to May 13, 2025, I am travelling with family overseas
2 where internet connection is expected to be sporadic.

3 d. On June 3, 2025, I am travelling to Montreal, Quebec for a two-day
4 court hearing that week.

5 e. On the week of June 9, 2025, I am scheduled the entire week before
6 the Supreme Court of British Columbia.

7
8 I declare under penalty of perjury under the laws of the State of California that
9 the foregoing is true and correct.

10 Executed on March 14, 2025 at the City of Coquitlam, Province of British
11 Columbia, Canada.



Simon Lin